

**REMARKS**

Applicant's representative would like to thank the examiner for agreeing to the telephonic interview conducted on November 11, 2003. As memorialized in the Examiner's Interview Summary dated November 14, 2003, during the interview the following was discussed.

The Examiner agreed that the deformation preventer disclosed in the present application, for example at figures 1 and 3, ref. number 62, covers and protects at least the end of the wires, for example leads 63, 64, from being deformed during a press cutting operation. The Examiner further agreed that adding explicit language to this effect in the specification would be acceptable to describe the explicit disclosure of the drawings. Lastly, it was agreed that the prior art of record does not teach or otherwise suggest this feature. Accordingly, upon amending the claims to clarify the feature shown in figures 1 and 3 and discussed during the interview, the currently pending prior art rejections would be withdrawn. However, further prior art searching would be required.

Applicant has amended the specification and claims as discussed above and respectfully requests withdrawal of the present rejections.

The following summarizes the arguments presented by Applicant's representative during the above mentioned interview.

***New Matter***

In regard to the "new matter" issue, the specification as originally filed, for example on page 9 and referring to Fig. 1, discloses that the conductor 61, with connections 66, is formed by stamping an iron sheet. The conductor 61 is then subjected to insert resin molding resulting in

primary insert conductor 60 “in which both surfaces of the conductor 61 are provided with the deformation preventer 62 to reinforce the mechanical strength of the conductor 61 as shown in Fig. 1.” After the reinforcing members have been applied to both sides of the conductor 61, “a plurality of the connections 66 are cut by stamping.” Therefore, it is clear that the deformation preventer 62 is applied to provide reinforcement to wiring 66 as the wiring is being cut.

Moreover, a skilled artisan would understand from the disclosure on page 9 that in order to provide reinforcement to wiring 66 while it is being cut, the deformation preventer 62 *must* be disposed at least over the ends of wires 63. That is, to achieve the stated objective of providing reinforcement to the wires during stamping, it is inherent in the present application that the end of the wires are covered by the deformation preventer. Otherwise, the ends of the wires could be bent or otherwise deformed during the stamping operation. Accordingly, since it is inherent in the disclosure, as originally filed, that the deformation preventer 62 is placed over the ends of at least some of the wires, adding explicit language to this effect in the specification is not “new matter.” (See, e.g., *ICN Photonics, Ltd. v. Cynosure, Inc.*, 2003 U.S. App. LEXIS 14512 (Fed. Cir. July 16, 2003)).

### ***Prior Art***

Furthermore, the Examiner contends that the combination of Waratani and Peterson teaches each and every limitation recited in claim 1, including the claimed deformation preventer being flush with the ends of the wires. Applicant respectfully disagrees with this assertion as well. In particular, the examiner asserts that “Peterson teaches the deformation preventer flush with the longitudinal end of the wire to prevent deformation of the wires during molding” and

that it would have been obvious to “construct the insert conductor of Waratani with the deformation preventer flush with the wires as in Peterson to prevent deformation of the wires during molding.”

The examiner, however, has not pointed to any specific teachings in Peterson as support for this assertion. Applicant notes that in column 2, lines 31-36, and in reference to Figs. 4 and 5, Peterson discloses “elongated stabilizers 32, 34 which hold flimsy lengths of contact leads 36.” As the examiner points out, however, the “ends” of the leads covered by the stabilizers 32 and 34 are the “longitudinal ends”, otherwise known as the “sides” of the leads. Applicant submits that a skilled artisan would know that the “ends” of wires, or leads, is not a reference to the “sides” of the wires and it is unreasonable to make such an assertion. Accordingly, neither Waratani nor Peterson disclose or otherwise suggest the use of deformation preventers that cover the *ends of the wires*.


### ***Conclusion***

In view of the foregoing amendments and remarks, the application is believed to be in form for immediate allowance with claims 1-6, 9-14 and 21-26, and such action is hereby solicited. If any points remain in issue which the Examiner feels may be best resolved through a personal or telephone interview, he is kindly requested to **contact the undersigned** at the telephone number listed below.

AMENDMENT UNDER 37 C.F.R. § 1.114(c)  
U.S. Appln. No. 09/045,799

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kevin M. Barner", is written over a horizontal line.

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